

Project: I-10-3(215)  
Section: 16th Street Underpass

**38637**

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF PHOENIX

NO. <u>10610</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>9-19-85</u>
<i>[Signature]</i> Secretary of State

THIS AGREEMENT entered into this 10<sup>th</sup> day of SEPT., 1985, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called "State", and the City of Phoenix, acting by and through its City Council, hereinafter called "City".

WHEREAS, State is empowered by Section 28-108 Arizona Revised Statutes to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned the authority to execute same on behalf of the State; and

WHEREAS, City is empowered by Section 9-672B, Arizona Revised Statutes and Chapter II, Section 2 of the Phoenix City Charter, to enter into this agreement and acting by and through its City Council, has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute same on behalf of City; and

WHEREAS, City desires to increase the traffic handling capability of 16th Street in the vicinity of the 16th Street - I-10 traffic interchange, from the south side of Willetta Street, south to the north side of Portland Street; and

WHEREAS, State proposes to make certain improvements to 16th Street within the boundaries of the 16th Street - I-10 traffic interchange and north therefrom to Willetta Street and south to Portland Street; and

WHEREAS, State and City propose to consolidate said 16th Street improvement projects.

THEREFORE, the parties hereto agree as follows:

STATE SHALL:

1. Procure, at its own expense, all required right of way on the west side of 16th Street, from I-10 north to Willetta Street.

## 16th Street Underpass

2. Acquire, at its own cost, all necessary temporary construction easements and shall bear the cost of providing all necessary access control.

3. Design and construct all those roadway improvements situated north of I-10 to the south side of Willetta Street and shall design and construct all final roadway improvements south of I-10 to the north side of Portland Street, provided, however, that City shall reimburse State for all design and construction costs for that portion lying south of the Eastbound off-ramp radius return to existing 16th Street.

4. Design and construct parking lot and driveway improvements for the property occupied by the "Little Sisters of the Poor" home, provided, however, that City shall reimburse State for all design and construction costs.

5. State and City shall enter into a future agreement regarding responsibility for maintenance of the completed roadway improvements.

6. Submit to City, at completion of construction of City's portion of the project, a detailed invoice setting forth the amount due State for said design and construction costs.

7. State will require the contractor to carry general liability insurance in the amount of the standard State policy limits throughout the course of construction of the project, naming thereon as additional named insureds, the State, its departments, agencies, agents, employees and the City. The contractor's coverage shall be primary for any and all losses arising out of the course of construction of the project.

### CITY SHALL:

1. Acquire at its own expense all necessary right of way on the east side of 16th Street, both north and south of I-10, and on the west side of 16th Street south of I-10 to Portland Street, provided, however, that State will reimburse City for any costs City expends in acquiring necessary access control on 16th Street.

2. Reimburse State for all design and construction costs for that portion of roadway improvements lying south of the eastbound off-ramp radius return to existing 16th Street.

16th Street Underpass

3. Reimburse State for all design and construction costs for parking lot and driveway improvements of "Little Sisters of the Poor" home.

The parties hereto further agree that:

To the extent permitted by law, State and City agree to defend, indemnify, and hold harmless each other and their agents, officials, employees and subsidiaries, from and against any and all claims, actions, demands, liability, damage, cost and expense of whatsoever character whether direct or indirect, or consequential, including loss or damage to property of either party hereto or of their persons and for the injury or death to any or all persons caused by or attributable to the negligence or fault of the State or the City, their employees or agents. As to any liability claims where the parties hereto may be jointly at fault, whether or not a named defendant to an action, the parties agree that they will share in any settlement or judgment on the amount that is proportionate to the degree of negligence or fault of the respective parties as agreed to between them or adjudicated by the courts.

THIS AGREEMENT shall remain in full force and effect until completion of said project as aforesaid; provided, however, that this agreement may be cancelled by either party upon 30 days' written notice by one party to the other party.

All parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511 Arizona Revised Statutes.

In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Section 12-1518 (B) and (C) of Arizona Revised Statutes as amended.

This agreement shall become effective on the date of filing same with the Secretary of State.

Attached hereto and incorporated herein by reference is a copy of State's resolution authorizing entry into this agreement, a copy of City's resolution passed by its City Council, a copy of the written determination of the appropriate attorney that City is authorized under the laws of the State to enter into this agreement and that said agreement is in proper form, and a copy of the Attorney General's Intergovernmental Agreement Determination.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

16th Street Underpass

CITY OF PHOENIX, a municipal  
corporation

MARVIN A. ANDREWS AUG 27 1985

By: CITY MANAGER

BY J. E. Hickey  
CITY ENGINEER

ATTEST:

[Signature]  
City Clerk

Approved as to form

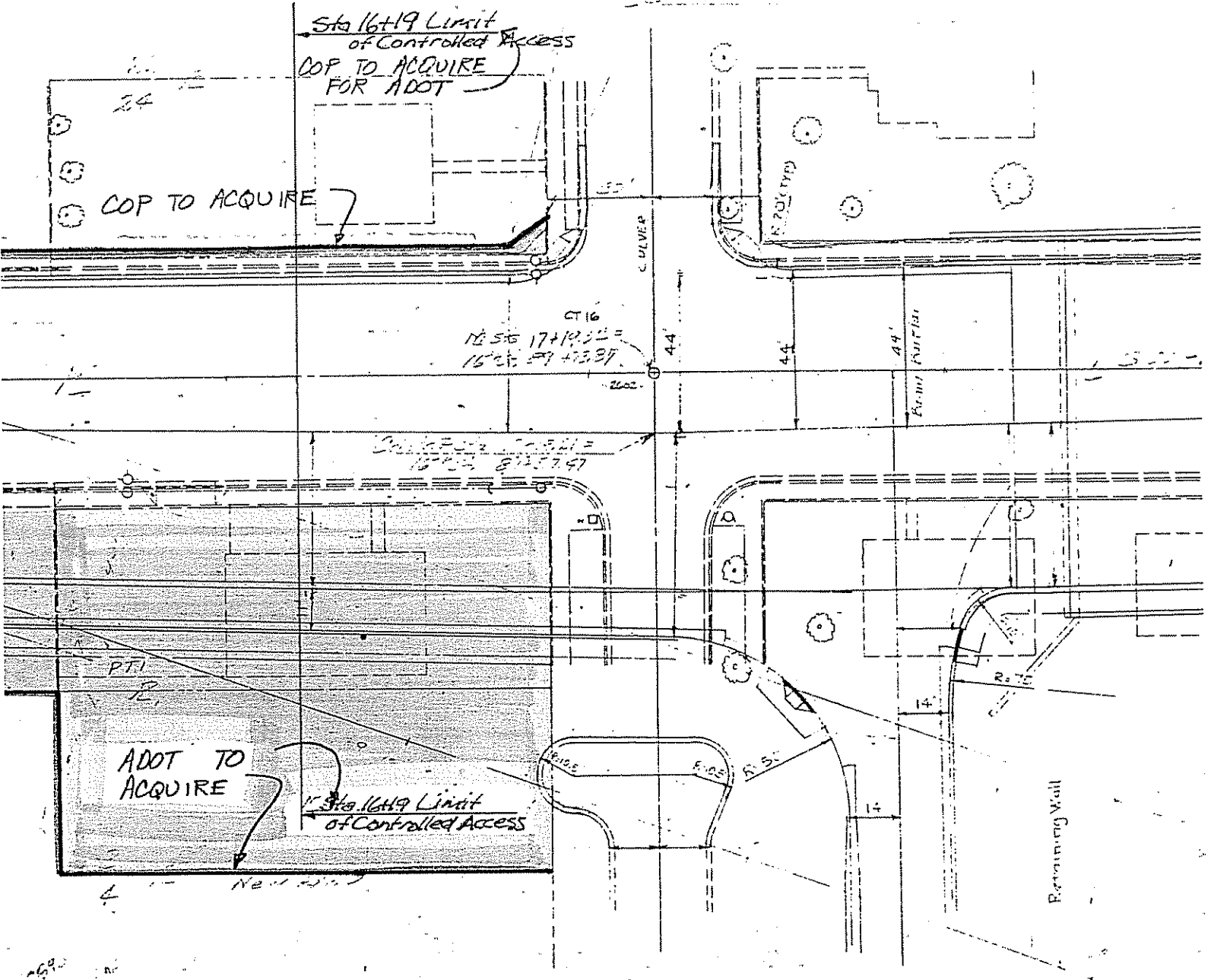
[Signature]  
ACTING City Attorney mqc

STATE OF ARIZONA

ARIZONA DEPARTMENT OF TRANSPORTATION

By: [Signature]  
W. O. FORD  
State Engineer

Ref 11-5-24

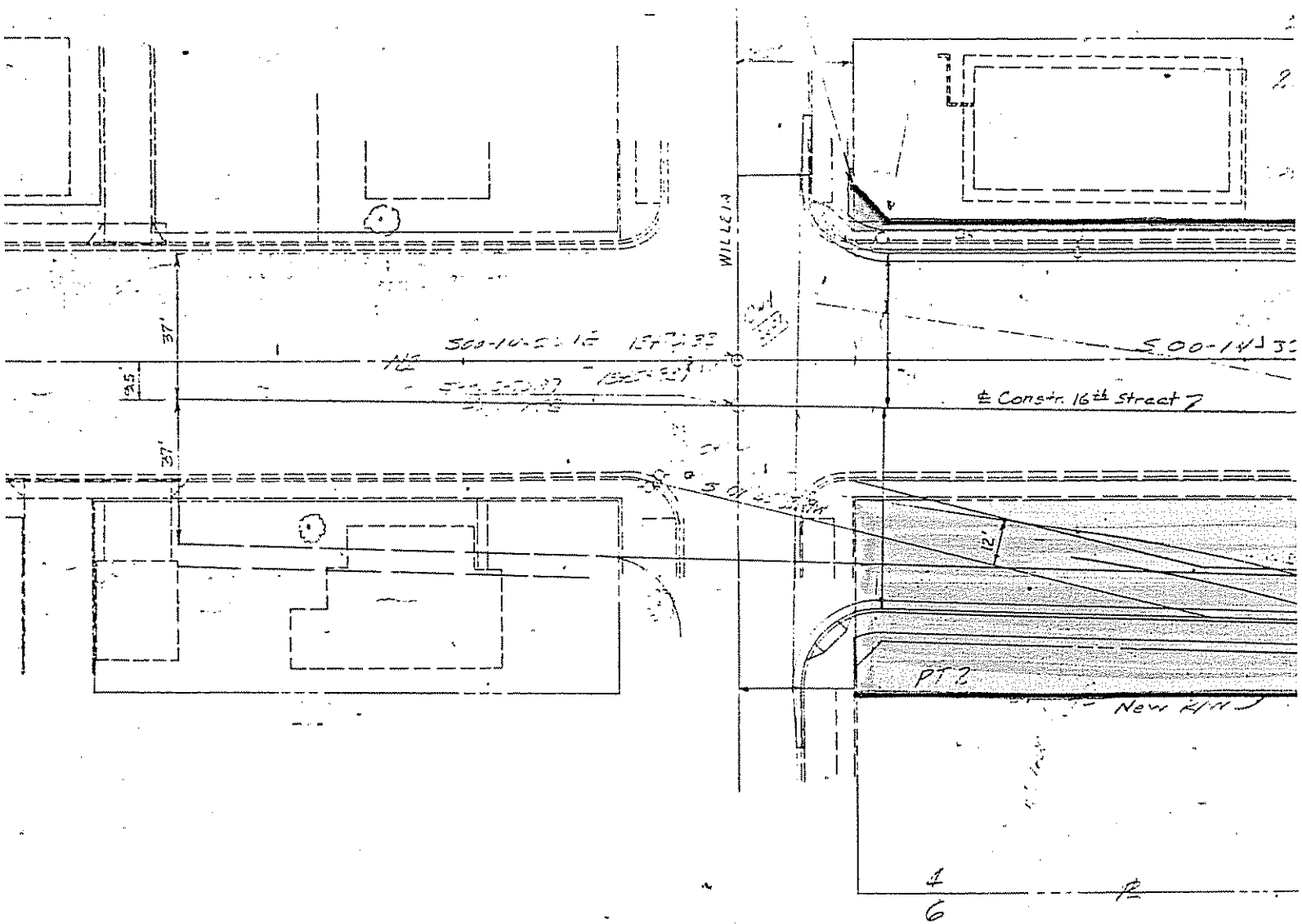


15-17-24

Ref 11-5-24

As	7704 G012
Drawn by	
Check by	
Approved by	
Date	

Comments: ESTS  
 Project: 7704 G012  
 (Date: 11-5-24)  
 Project: 7704 G012



4  
6

R

COP CONSTRUCTION  
WITH I-10

PORTLAND

COP TO ACQUIRE

ADOT TO ACQUIRE

Map 6, 100' ELL  
315 25451 E 10' ELL

11815 33.1000 - 8740 50000  
11815 33.1000 - 8740 50000

11815 24456 - 105' ELL  
11815 24456 - 105' ELL  
11815 24456 - 105' ELL

Limit of Control of Access

COP TO ACQUIRE FOR ADOT

MORELAND

Sta. 23+38

COP

22+38.65

Limit of Controlled Access

ADOT TO ACQUIRE

ADOT TO ACQUIRE FOR COP

EAST BOUND  
OFF RAMP  
RADIUS RETURN

DETOUR

Sta. 23+38

Sta. 23+38.107 ET

Sta. 23+38.107 ET

Sta. 23+38.107 ET

Sta. 23+38.107 ET

Sta. 23+38.107 ET



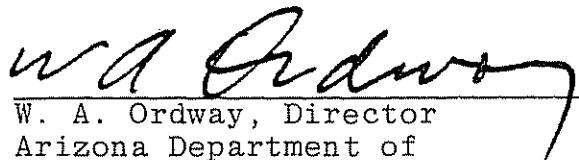
Project: I-10-3(96)

Section: I-10 at 16th Street

RESOLUTION

BE IT RESOLVED on this 17<sup>TH</sup> day of OCTOBER, 1984, that I, W. A. Ordway, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into an Intergovernmental Agreement with the City of Phoenix for reconstruction of 16th Street in the vicinity of the Interstate 10/16th Street Traffic Interchange.

Therefore, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.

  
\_\_\_\_\_  
W. A. Ordway, Director  
Arizona Department of  
Transportation

JDC:ks

RESOLUTION NO. 16618

A RESOLUTION AUTHORIZING THE CITY MANAGER TO  
EXECUTE AN AGREEMENT WITH THE STATE OF ARIZONA  
FOR IMPROVEMENTS TO 16TH STREET; AND DECLARING  
AN EMERGENCY.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX as  
follows:

SECTION 1. That the City Manager, or his designee, is  
authorized to execute an agreement on behalf of the City of Phoenix  
with the State of Arizona, acting through its Department of  
Transportation, for the reconstruction of 16th Street in the  
vicinity of the Interstate 10 and 16th Street Traffic Interchange.

SECTION 3. WHEREAS, the immediate operation of the  
provisions of this resolution is necessary for the preservation of  
the public peace, health and safety, an EMERGENCY is hereby  
declared to exist, and this resolution shall be in full force and  
effect from and after its passage by the Council as required by the  
City Charter and is hereby exempted from the referendum clause of  
said Charter.

PASSED by the Council of the City of Phoenix this  
19 day of JUNE, 1985.

HOWARD ADAMS  
ACTING M A Y O R

ATTEST:

DONNA CULBERTSON City Clerk

APPROVED AS TO FORM:

C VERDE PHILIP ACTING  
City Attorney

REVIEWED BY:

PETER F. STARKETT ASSISTANT  
City Manager

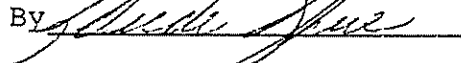

*fw*  
JWS:kf  
2248V  
06/11/85

CITY ATTORNEY  
INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

The Intergovernmental Agreement between the City of Phoenix and the State of Arizona acting through the Arizona Department of Transportation regarding the 16th Street and I-10 traffic interchange has been reviewed pursuant to A.R.S. Section 11-952 by the undersigned Assistant City Attorney who has determined that the Agreement is in proper form and is within the powers and authority granted to the City of Phoenix under the laws of the State of Arizona.

DATED this 31<sup>st</sup> day of July, 1985.

RODERICK G. McDOUGALL  
CITY ATTORNEY

By   
Assistant City Attorney 



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 85-530, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 13<sup>th</sup> day of September, 1985.

ROBERT K. CORBIN  
Attorney General

*James R. Redgate*  
Assistant Attorney General  
Transportation Division